

# **AGENDA MEETING**

MALVERN CITY COUNCIL  
**Monday October 3, 2016**  
CITY HALL COURTROOM, 6:30 P.M.

## **I. CALL THE MEETING TO ORDER**

## **II. OLD BUSINESS**

- A. *3<sup>rd</sup> & final Reading – Ordinance Levying taxes for 2017*

## **III. NEW BUSINESS**

- A. *Discussion – Rate Increase/Water Works*
- B. *Discussion – Republic rate increase*
- C. *Discussion – County residents requesting water (Musser, Davis)*
- D. *Discussion – city auction, October 27th*
- E. *Discussion – Property Maintenance Codes*
- F. *Discussion – District court (administrative assistant) position*
- G. *Lease – Malvern School District/Morrison Park*
- H. *Update – Perla Water*

## **IV. CITIZENS WISHING TO APPEAR**

## **V. MAYOR REPORTS**

## **VI. ADJOURNMENT**

**ORDINANCE NO.**

**AN ORDINANCE LEVYING CITY TAXES FOR THE YEAR 2017 FOR  
GENERAL FUND, POLICE PENSION AND RELIEF, AND FIREMEN'S  
PENSION AND RELIEF**

WHEREAS, it is necessary that the City Council of the City of Malvern, Hot Spring County, Arkansas, levy the following real estate taxes:

- 5 Mills for City General Fund
- .5 Mill for Police Pension and Relief
- 1 Mill for Firemen Pension and Relief

WHEREAS, it is necessary that this levy be furnished to the County Clerk of Hot Spring County, and the Secretary of State.

NOW, THEREFORE, BE IT ORDAINED BY THE MALVERN CITY COUNCIL:

Section 1. That the following Real Estate Taxes are hereby levied by the City of Malvern, Arkansas:

- A. 5 Mills for City General Fund
- B. .5 Mill for Police Pension and Relief
- C. 1 Mill for Firemen Pension and Relief

Section 2. Nothing herein shall be construed to alter or change the terms or conditions of the present franchise under which the City is operating.

Section 3. All other ordinances, agreements, or parts of ordinances and agreements in conflict with the provisions of this ordinance are hereby repealed.

PASSED this \_\_\_ day of \_\_\_\_ 2016.

ATTEST:

\_\_\_\_\_  
Brenda J. Weldon, Mayor

\_\_\_\_\_  
Phyllis Dial, City Clerk



Magnet Cove Baptist Church  
 Midway Taylor's Chapel Baptist Church  
 Montgomery Bismarck Fire Station  
 Ouachita Donaldson Baptist Church  
 Friendship City Friendship City Hall  
 Lower Prairie Friendship City Hall  
 Upper Prairie Midway Community Center  
 Saline Glen Rose High School Gym  
 Valley Knight's Store  
 Absentee County Clerk's Office-Courthouse

# **ABSENTEE OFFICIAL BALLOT SPECIAL ELECTION HOT SPRING COUNTY, ARKANSAS TUESDAY, NOVEMBER 20, 1990**

Vote by placing an "X" in the square opposite the name of the person or measure that you wish to vote for.

A PROPOSED ADOPTION OF A LEVY OF A ONE PERCENT (1%) SALES AND USE TAX AS REFERRED TO THE PEOPLE OF HOT SPRING COUNTY BY THE HOT SPRING COUNTY QUORUM COURT UNDER ORDINANCE NO. 90-18 OF 1990, WHICH PROVIDES FOR:

1. Repeal of the \$36.00 user fee ordinance No. 86-22 passed and adopted October 13, 1986, and;
2. Repeal of the \$60.00 user fee ordinance No. 90-5 passed and adopted April 10, 1990, and;
3. Election for adoption and levy of a one-percent (1%) sales and use tax in lieu of the aforesaid user fees, and;
4. For other purposes.

And to provide that if the sales and use tax is approved:

1. The entire proceeds of the sales and use tax shall be deposited in the Hot Spring County General Fund as the same may be received and thereafter appropriated by the Quorum Court for the following designated purposes:

(a) 95% shall be appropriated annually to pay the existing indebtednesses of SWA to FmHA and Bank of Malvern, Malvern, Arkansas, and the annual operation and maintenance of SWA and upon the retirement of the debt to FmHA and Bank of Malvern, Malvern, Arkansas, these revenues may be appropriated by the Quorum Court:

**FIRST:** To fund the annual operation and maintenance of SWA, and;

**SECOND:** To fund other County needs authorized by law.

(b) 5% shall be appropriated into a reserve fund to be used for the purchase, acquisition and/or construction of landfills and recycling facilities, all for the purpose of solid waste disposal and/or re-use.

## **BALLOT TITLE**

FOR adoption of a one percent (1%) sales and use tax within Hot Spring County.

AGAINST adoption of a one percent (1%) sales and use tax within Hot Spring County.

Home delivery  
 saves more than  
 40% of single copy  
 price!!  
 Subscribe today  
 337-7523

FREE KITTENS  
 female 10 wks  
 title 332-6195  
 FREE Kittens to  
 332-8838

## **HELP WANTED**

Babysitter needed  
 Mo. old in m)  
 Mon-Fri. Call 332-2

EXCELLENT II  
 easy work. A:  
 products at hor  
 now! 1-601-388-8  
 12285 24 hrs

## **PERSONAL**

ADOPTION. Please call  
 about the warm, loving,  
 financially secure home  
 for your baby. Let us help  
 each other. Professional  
 family Expenses paid.  
 Call collect 914-997-9471



AUTO MART S  
 5 Lines - 5 Day  
 337-SALE

## **CARS**

1968 PONTIAC  
 CATALINA - 79,000 actual  
 miles PS, PB, PW, A/C  
 new tires \$1260  
 337-4672 or 337-9365

1978 CAPRICE  
 CLASSIC 4 dr. PS, PB  
 stereo, Fair condition  
 \$850 cash 337-4672 or  
 337-9365

1978 FORD PINTO  
 Good cond. 337-4452

1986 RED Firebird Trans  
 Am. PS, PB, 1 top  
 65,000 approx. miles. Call  
 after 5:00, Mon-Fri  
 384-5502

1988 Oldsmobile 98  
 Regency Brougham  
 Excellent condition  
 332-6125 or 337-4957

67' MALIBU good shape  
 needs carb. \$600  
 337-0294

For Sale-90 GT Mustang  
 midnite blue, loaded w/  
 sunroof, only 6,000  
 miles, \$14,100 call after  
 6pm 337-7715

## **CARS**

PRICE REDUCED!  
 1989  
 Grand Prix 2-door  
 PS, PB, full cruise  
 AM/FM stereo, re  
 gray interior. F  
 condition. adu  
 Must see to app  
 MUST SELL 33  
 after 5pm

**Sulphur Spr  
 Motors, In  
 853 W. Mol  
 337-4494  
 Daily Rental Avail  
 Buy - Sell - Trade**

## **TRUCKS**

SCOUT INTERN  
 AL 77- 4x4, A/C,  
 hitch, third bench  
 runs great. \$  
 332-2403

## **JEEPS & VANS**

82 JEEP CJ7 Re  
 Exc. Condition 337-93

## **APPLIANCE/ FURNITURE**

**ALLEN'S SEWIN**  
 TV'S STARTING AT ONLY \$149.00  
 WASHER-DRYER COMBINATION ONLY...  
 REFRIGERATORS - 14 FT. 2 DR. FROST  
 FREEZERS STARTING AT ONLY.....  
 30 IN. HARDWICK GAS RANGE ONLY...  
 DINETTE SET - BEAUTIFUL 5 PC. SET  
 7 PC DINETTE BEAUTIFUL GROUP ONL  
 5 PC BEDROOM SUITES STARTING AT...  
 MATTRESS & BOX SPRINGS STARTING  
 IT PAYS TO CHECK  
 BEFORE YOU RENT OF  
 MALVERN'S OLDEST  
 RENTAL-SALE



IN THE QUORUM COURT OF HOT SPRING COUNTY, ARKANSAS  
FILED CAROLE BURNS  
COUNTY AND PROBATE  
CLERK

INTRODUCED BY: Jason Seltzer

DATE: 12-5-90

ASSIGNED TO: Budget & Finance Committee  
COMMITTEE

James O. Smith  
COUNTY JUDGE

'90 DEC 5 PM 12 28  
HOT SPRING COUNTY, AR.

BY Carole Burns

BILL NO. 90-26  
ORDINANCE NO. 90-25

AS AMENDED

A BILL TO PROVIDE FOR REPEAL OF THE \$36.00 USER FEE, ORDINANCE NO. 86-22 PASSED AND ADOPTED OCTOBER 13, 1986 AND THE \$60.00 USER FEE, ORDINANCE NO. 90-5 PASSED AND ADOPTED APRIL 10, 1990 AND TO SUBSTITUTE IN LIEU THEREOF A ONE-PERCENT (1%) COUNTY-WIDE SALES AND USE TAX UNDER AUTHORITY OF A.C.A. 26-74-207 (a)(b) TO FUND THE COST OF OPERATION AND MAINTENANCE OF THE HOT SPRING COUNTY SOLID WASTE AUTHORITY (SWA); TO PAY SWA'S CURRENT INDEBTEDNESS TO FARMERS HOME ADMINISTRATION AND BANK OF MALVERN OF MALVERN, ARKANSAS; TO PROVIDE, IN ACCORDANCE WITH ACA 26-74-214 FOR EACH MUNICIPALITY LOCATED IN HOT SPRING COUNTY TO USE IT'S RESPECTIVE PER CAPITA SHARE OF THE MONEYS RECEIVED BY THE STATE TREASURER FOR THE HEREINAFTER DESIGNATED PURPOSES; TO PROVIDE A \$25.00 MAXIMUM TAX LIMITATION FOR SINGLE TRANSACTIONS AS PROVIDED BY A.C.A. 26-74-220 AND TO CALL FOR AN ELECTION FOR THE LEVY OF SUCH ONE-PERCENT (1%) COUNTY-WIDE SALES AND USE TAX FOR THE BENEFIT OF SWA, HOT SPRING COUNTY AND THE SEVERAL MUNICIPALITIES THEREIN AS HEREINAFTER DESIGNATED:

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF HOT SPRING, STATE OF ARKANSAS.

AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE REPEALING ORDINANCE NO. 86-22 AND ORDINANCE NO. 90-5 AND CALLING FOR AN ELECTION FOR THE LEVY OF A ONE PERCENT (1%) COUNTY-WIDE SALES AND USE TAX AS HEREINAFTER DESIGNATED AND PROVIDED.

Section 1. A.C.A. 26-74-207 provides that a County Quorum Court may call an election for the levy of a one percent (1%) county-wide sales and use tax. A.C.A. 26-74-208 provides that the ballot may also indicate designated uses of the revenues derived from the sales and use tax.

Section 2. The Quorum Court of Hot Spring County, Arkansas hereby calls for an election for the levy of a one percent (1%) county-wide sales and use tax to be in effect for a period beginning FEBRUARY 1, 1991, and the revenues derived from the sales and use tax shall be used as herein after provided.



(A) FIRST: To fund the annual operation and maintenance of SWA, and;

(B) SECOND: To fund other general needs of the County as authorized by law.

(ii) 5% shall be appropriated into a reserve fund to be used for the purchase, acquisition and/or construction of landfills and recycling facilities, all for the purpose of solid waste disposal and/or recycling.

b. As provided by A.C.A. 26-74-214 (b)(2), the per capita share of each municipality located in Hot Spring County shall be received by the Treasurer of each municipality and deposited into the general fund thereof and thereafter appropriated by the municipality's governing body for the following designated purposes:

(i) As may be appropriated annually to provide for city and/or town needs as may be authorized by law for any city and/or town need as determined by the governing body thereof.-

Said election shall be held on JANUARY 15, 1991 which is within one hundred and twenty (120) days of the effective date of this ordinance.

Section 3. There is hereby placed upon this levy of sales or use tax a maximum tax of Twenty-five Dollars (\$25.00) on each single transaction as provided by A.C.A. 26-74-220.

Section 4. User fee Ordinances No. 86-22 passed and adopted October 13, 1986 and No. 90-5 passed and adopted April 10, 1990 are hereby repealed effective December 31, 1990. However, any uncollected user fees due and owing for the calendar year 1990 or any previous year on January 1, 1991, shall be collectable under the provisions of Ordinance No. 86-22 and the ordinance establishing SWA.

Section 5. Imposition by ordinance, legislative act or otherwise, of any subsequent user fee for the benefit of SWA shall have the full force and effect of repeal, cancellation and avoidance of this one percent (1%) County-wide sales and use tax ordinance and all parts and sections thereof.

Section 6. It is hereby found by the Quorum Court of Hot Spring County, Arkansas that additional revenues are urgently and immediately needed to fund the items specified hereabove. Therefore, an emergency is declared and this ordinance being necessary for the immediate preservation of the public peace, health and safety, shall be in full force and effect from and after its passage and approval.

DATED: 12-11-90

APPROVED: James O. Smith

COUNTY JUDGE

ATTEST: Sandra B. Burrell

RECORDER





September 12, 2016

Phyllis Dial  
City Clerk  
City of Malvern  
305 Locust  
Malvern, AR 72104

Dear Phyllis:

Please accept this letter as BFI Waste Services, LLC/Republic Services of Little Rock's notice of rate increase for the solid waste collection and disposal.

The CPI, Water, Sewer and Trash (enclosed), year over year, July 2015 to July 2016, is 3.5%. As I stated at the last Board meeting regarding the price increase, Republic will work with the City of Malvern to maintain our partnership, and assist the City in meeting its budgets. In doing so, we are only implementing a 2.5% increase for the upcoming contract term, November 1, 2016 through October 31, 2017. The current rate of \$10.59 per unit will increase to \$10.85 per unit, on the anniversary date of November 1, 2016. The 3% franchise fee and taxes are based off this number, and remain in effect.

We appreciate the opportunity to be a partner with the City of Malvern and the confidence it has placed in our company to provide the residents the quality service they have come to expect. I would like to bring lunch to the City staff soon, so let's try to find a date that would work for the Mayor and staff.

Sincerely,

Gerry Burke  
Municipal Marketing Manager

Cc: Blaine Ellzey, General Manager, Republic Services



**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group**

(1982-84=100, unless otherwise noted)

Item and group	Relative importance, December 2015	Unadjusted indexes		Unadjusted percent change to July 2016 from—		Seasonally adjusted percent change from—		
		June 2016	July 2016	July 2015	June 2016	Apr. to May	May to June	June to July
Expenditure category								
All items .....	100.000	241.038	240.647	0.8	-0.2	0.2	0.2	0.0
All items (1967=100) .....	-	722.043	720.871	-	-	-	-	-
Food and beverages .....	14.973	247.207	247.267	.3	.0	-2	-1	.0
Food .....	14.015	247.482	247.554	.2	.0	-2	-1	.0
Food at home .....	8.230	238.430	238.207	-1.6	-1	-5	-3	-2
Cereals and bakery products .....	1.098	273.379	273.418	-.8	.0	-.4	.1	-.2
Meats, poultry, fish, and eggs .....	1.876	248.016	246.875	-5.6	-5	-5	-7	-6
Dairy and related products .....	.846	214.815	214.605	-3.1	-1	-6	-3	-4
Fruits and vegetables .....	1.399	292.733	291.960	1.4	-3	-7	-1	.3
Nonalcoholic beverages and beverage materials .....	.977	165.940	166.648	-.5	.4	-1	-7	.3
Other food at home .....	2.033	210.392	210.486	.1	.0	-5	.0	-2
Sugar and sweets <sup>1</sup> .....	.297	215.527	215.470	-.7	.0	-5	.0	.0
Fats and oils .....	.240	225.319	226.242	.4	.4	-9	-1	.2
Other foods .....	1.496	225.411	225.413	.2	.0	-.4	.1	-.3
Other miscellaneous foods <sup>1 2</sup> .....	.458	132.320	132.221	.1	-1	-.4	.4	-1
Food away from home <sup>1</sup> .....	5.785	262.529	263.051	2.8	.2	.2	.2	.2
Other food away from home <sup>1 2</sup> .....	.250	182.746	182.889	1.0	.1	.1	.0	.1
Alcoholic beverages .....	.958	242.133	242.032	1.2	.0	-1	.1	-1
Housing .....	42.235	244.280	244.936	2.4	.3	.3	.2	.3
Shelter .....	33.150	288.069	288.780	3.3	.2	.4	.3	.2
Rent of primary residence <sup>3</sup> .....	7.733	295.902	296.862	3.8	.3	.4	.4	.3
Lodging away from home <sup>2</sup> .....	.841	168.337	166.094	1.6	-1.3	.7	.6	-2.4
Owners' equivalent rent of residences <sup>3 4</sup> .....	24.227	294.702	295.554	3.3	.3	.3	.3	.3
Owners' equivalent rent of primary residence <sup>3 4</sup> .....	23.116	294.665	295.518	3.3	.3	.3	.3	.3
Tenants' and household insurance <sup>1 2</sup> .....	.350	147.652	147.758	1.0	.1	.1	.0	.1
Fuels and utilities .....	4.925	231.941	233.713	-.2	.8	.4	-2	.7
Household energy .....	3.768	194.481	196.422	-1.4	1.0	.4	-3	1.0
Fuel oil and other fuels .....	.180	227.718	226.467	-10.3	-.5	4.2	3.7	.1
Energy services <sup>3</sup> .....	3.588	199.691	201.832	-.9	1.1	.2	-5	1.0
Water and sewer and trash collection services <sup>2</sup> .....	1.157	221.396	221.358	3.5	.0	.6	.2	-.3
Household furnishings and operations .....	4.160	121.769	121.565	-.9	-2	-3	-1	.1
Household operations <sup>1 2</sup> .....	.849	171.949	172.484	2.9	.3	.3	.9	.3
Apparel .....	3.101	125.472	123.030	.3	-1.9	.8	-.4	.0
Men's and boys' apparel .....	.789	119.266	117.815	.7	-1.2	1.2	-.6	.9
Women's and girls' apparel .....	1.250	111.290	106.683	.5	-4.1	.7	1.0	-.6
Infants' and toddlers' apparel .....	.157	111.005	113.633	-3.2	2.4	.7	-2.5	2.7
Footwear .....	.696	134.666	134.009	-1.2	-.5	-.5	-1.6	-.2
Transportation .....	15.259	200.262	197.145	-4.9	-1.6	.4	.6	-1.1
Private transportation .....	14.125	194.261	191.796	-5.1	-1.3	.5	.6	-1.0
New and used motor vehicles <sup>2</sup> .....	6.604	100.919	100.850	-.7	-1	-.4	-.4	-.2
New vehicles .....	3.742	147.245	147.119	.0	-1	-1	-2	.2
Used cars and trucks .....	2.101	146.303	145.457	-3.7	-6	-1.3	-1.1	-1.0
Motor fuel .....	3.048	207.389	196.053	-19.8	-5.5	2.3	3.3	-4.6
Gasoline (all types) .....	3.000	206.681	195.243	-19.9	-5.5	2.3	3.3	-4.7
Motor vehicle parts and equipment <sup>1</sup> .....	.396	143.822	142.932	-.6	-.6	-.6	.1	-.6
Motor vehicle maintenance and repair <sup>1</sup> .....	1.167	275.563	276.058	1.8	.2	.2	.1	.2
Public transportation .....	1.135	280.801	266.626	-2.2	-5.0	-.8	.5	-2.5
Medical care .....	8.375	462.543	464.582	4.0	.4	.3	.4	.5
Medical care commodities .....	1.806	366.033	368.147	3.6	.6	-.2	1.1	.4
Medical care services .....	6.569	493.503	495.492	4.1	.4	.5	.2	.5
Professional services .....	3.131	371.335	372.854	2.9	.4	.7	.0	.5

See footnotes at end of table.



## Burke, Gerry

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**From:** Burke, Gerry  
**Sent:** Monday, August 01, 2016 10:32 AM  
**To:** Piazza, Susan; Ellzey, Stephen  
**Subject:** Malvern PI  
**Attachments:** Muni Bid Model V15.3.1 Malvern 8.1.16 2.5% inc.xlsm

The City of Malvern PI is coming up for November 1, and last year they received a whopping 4.3% increase, to which the Board passed, but not very smoothly.

I told the Mayor I would work with them on future increases, and they understand that contractually, it is what it is. The July WST won't be out until mid month, but in preparing, I wanted to see if ya'll would agree to only increase them 2.5% for the upcoming 3<sup>rd</sup> and final term of the original agreement.

The reason I would like to do this is because we have 5, 1 year mutual options after 2017, and I think this good will can go a long way. The June WST is 4%, so giving them a 1.5% reduction shows good faith.

Attached is an updated proforma, with the 2.5% increase. We do well in returns, and with service as the City loves us. I want to keep this for the next 6 years, and think this is a good strategy.

Thoughts please??

thanks!!

**Gerry Burke**

Municipal Services Manager

7111 Old Millington Road

e [gburke@republicservices.com](mailto:gburke@republicservices.com)

o 901-873-8337 c 901-258-7327

f 901-872-7205 w [www.republicservices.com](http://www.republicservices.com)



We'll handle it from here.™





RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL CONTRACT

THIS CONTRACT, made and entered into this 31<sup>st</sup> day of October, 2014, by and between the CITY OF MALVERN, A Municipal Corporation of Hot Spring County, Arkansas (hereinafter called the "City"), and BFI WASTE SERVICES, LLC, d/b/a ALLIED WASTE SERVICE OF LITTLE ROCK/REPUBLIC SERVICES OF LITTLE ROCK (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, Contractor did on the 23rd day of September, 2014, submit a proposal to provide residential solid waste collection and disposal within the City and to perform such work as may be incidental thereto, and said proposal was accepted by the City on or about the 13th day of October, 2014.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Contractor shall furnish all personnel, labor, equipment, trucks and other items necessary to:
  - (i) provide residential solid waste refuse collection, removal and disposal services [within the territorial jurisdiction of the City] as specified; and
  - (ii) perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this contract does hereby expressly incorporate same herein as fully as it set forth verbatim in its Contract:
  - a. The Instructions to Proponents.
  - b. General Specifications.
  - c. Contractor's Proposal.
  - d. The Performance Bond.
  - e. Any addenda or changes to the foregoing documents agreed to by the parties hereto.

together with the resolution of the City ordering or authorizing the work and services contemplated herein.

3. All provisions of the Contract Documents shall be strictly complied with and conformed to by Contractor, and no amendment to this Contract shall be made except upon the written consent of



the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

4. This Contract is entered into subject to the following conditions:
  - a. The rate to be paid by the City to Contractor during the term of this contract shall be \$10.15 per residential unit per month less a 3% Franchise Fee. Said rate includes the provision of one (1) trash receptacle cart to each household being serviced. The provision of additional carts shall be governed by section 13.01(e) of the General Specifications attached hereto.
    - i. This price shall be subject to a fuel adjustment previously agreed on by the parties and attached as Exhibit A and incorporated by reference as if stated word for word herein.
  - b. Contractor shall procure and keep in force and effect throughout the term of this Contract all of the insurance requirements specified in, and required by, the Contract Documents.
  - c. Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of Contractor.
  - d. The Contractor shall be licensed through the Southwest Central Regional Solid Waste Management District and must pay any licensing fees or charges required by said District. The Contractor shall further utilize the landfill approved by the Southwest Central Regional Solid Waste Management District (SCRSWMD) so long as it is available. If, for some reason, said landfill is not available, Contractor shall utilize another properly licensed landfill for disposal of the materials collected from



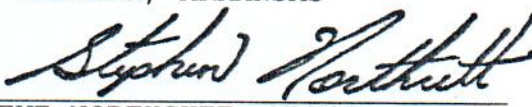
the City. Currently, the SCRSWMD has two approved landfills in the area, namely, Two Pines Landfill, located in Jacksonville, and Jefferson County Landfill, located in Pine Bluff. SCRSWMD has a standing contract with each landfill at the following rates: Two Pine: \$17.49/ton; Jefferson County: \$18.60/ton.

- e. Contractors shall comply with the provisions of the Omnibus Transportation Employer Testing Act of 1991 and associated U.S. Department of Transportation drug and alcohol testing rules.

THIS CONTRACT SIGNED this 29<sup>th</sup> day of October, 2014.

CITY OF MALVERN, ARKANSAS


By:

  
STEVE NORTHCUTT, MAYOR

ATTEST:

  
PHYLLIS DIAL, CITY CLERK

CONTRACTOR:

  
BFI WASTE SERVICES, LLC, d/b/a ALLIED  
WASTE SERVICE OF LITTLE ROCK/REPUBLIC  
SERVICES OF LITTLE ROCK  
BLAINE ELLZEY, GENERAL MANAGER



ACKNOWLEDGEMENT

STATE OF ARKANSAS )  
 ) SS.  
COUNTY OF HOT SPRING )

Be it remembered that on this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified and acting, THE CITY OF MALVERN, ARKANSAS, by Steve Northcutt, Mayor, and Phyllis Dial, City Clerk, representing that they are legally authorized to execute this instrument for the municipality, and stated that they had executed the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29<sup>th</sup> day of October, 2014.

*Caline Hathcock*

Notary Public

My Commission Expires:

2-26-19



ACKNOWLEDGEMENT

STATE OF ARKANSAS )  
 ) SS.  
COUNTY OF HOT SPRING )

Be it remembered that on this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified and acting, Baine Ellzey, and stated and acknowledged that he/she had executed said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3<sup>rd</sup> day of November, 2014.

*Donna G. Placker*  
NOTARY PUBLIC

My Commission Expires:

9-15 2019





# Exhibit A

# Sample

These are examples of price adjustments that could be used in a multi-year agreement. I will provide a couple of example scenarios at our meeting to explain the process!

## Example of CPI language:

On each anniversary of the Effective Date of this Contract, Contractor's compensation shall be adjusted by the annual percentage change in the Consumer Price Index ("CPI") US City Average for All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted for the most recent twelve (12) month period preceding the anniversary date for which the information is available.

## Example of Fuel Adjustment Calculator::

In addition to the foregoing, the hauling rate, shall be adjusted monthly by (0.5%) for every \$0.25 increase in the price of diesel fuel as indexed on the D.O.E. Retail On-Highway Diesel Prices for the Lower Atlantic PADD 1C as published by the Department of Energy. The threshold price for fuel shall be \$2.75 per gallon. The fuel surcharge shall be adjusted at the first of each month.

Fuel Price	% increment increase	Base Rate	Calculated Amount	Adjusted Rate
\$3.00	0	\$10.02	0	
\$3.25	0.5%	\$10.02	\$0.05	\$10.07
\$3.50	1.0%	\$10.02	\$0.10	\$10.12
\$3.75	1.5%	\$10.02	\$0.15	\$10.17
\$4.00	2.0%	\$10.02	\$0.20	\$10.22
\$4.25	2.5%	\$10.02	\$0.25	\$10.27
\$4.50	3.0%	\$10.02	\$0.30	\$10.32
\$4.75	3.5%	\$10.02	\$0.35	\$10.37
\$5.00	4.0%	\$10.02	\$0.40	\$10.42
\$5.25	4.5%	\$10.02	\$0.45	\$10.47

2014-2015  
RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

GENERAL SPECIFICATIONS

1.00      DEFINITIONS \*

1.01	<u>Bags</u>
1.02	<u>Bulky Waste</u>
1.03	<u>Bundle</u>
1.04	<u>City</u>
1.05	<u>Construction Debris</u>
1.06	<u>Container</u>
1.07	<u>Contract Documents</u>
1.08	<u>Contractor</u>
1.09	<u>Dead Animals</u>
1.10	<u>Disposal Site</u>
1.11	<u>Garbage</u>
1.12	<u>Hazardous Waste</u>
1.13	<u>Producer</u>
1.14	<u>Refuse</u>
1.15	<u>Residential Refuse</u>
1.16	<u>Residential Unit</u>
1.17	<u>Rubbish</u>
1.18	<u>Stable Matter</u>

2.00      SCOPE OF WORK

3.00      TYPE OF COLLECTION

3.01	<u>Service Provided</u>
3.02	<u>Location of Containers, Bags and Bundles for Collection</u>

4.00      OPERATION

4.01	<u>Hours of Operation</u>
4.02	<u>Routes of Collection</u>
4.03	<u>Holidays</u>
4.04	<u>Complaints</u>
4.05	<u>Collection Equipment</u>
4.06	<u>Office</u>
4.07	<u>Hauling</u>
4.08	<u>Disposal</u>
4.09	<u>Notification</u>
4.10	<u>Point of Contract</u>

5.00      COMPLIANCE WITH LAWS



6.00	<u>EFFECTIVE DATE</u>
7.00	<u>NONDISCRIMINATION</u>
8.00	<u>INDEMNITY</u>
9.00	<u>LICENSES AND TAXES</u>
10.00	<u>TERM</u>
11.00	<u>INSURANCE</u>
12.00	<u>BOND</u>
12.01	<u>Performance</u>
12.02	<u>Power of Attorney</u>
13.00	<u>BASIS AND METHOD OF PAYMENT</u>
13.01	<u>Rates</u>
13.02	<u>Contractor Billings to City</u>
14.00	<u>TRANSFERABILITY OF CONTRACT</u>
15.00	<u>OWNERSHIP</u>

\* Note - Where any conflict exist between definitions herein and the ordinance language (City of Malvern, Arkansas Ordinance #942), the ordinance language shall govern.

## 1.00

DEFINITIONS

- 1.01 Bags - Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 Bulky Waste - Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Containers.
- 1.03 Bundle - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding three feet in length or 35 lbs. in weight specifically excluding "yard waste" as that term is defined in Ark. Code Ann. 98-6-220.
- 1.04 City - City of Malvern, Arkansas.
- 1.05 Construction Debris - Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.06 Container - A receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a Container and its contents shall not exceed 60 pounds.
- 1.07 Contract Documents - The Request for Proposals, Instructions to Proponents, Contractor's Proposal, General Specifications, the Contract Performance Bond and any addenda or change to the foregoing documents agreed to by the City and the Contractor.



- 1.08 Contractor - The person, corporation or partnership performing Refuse collection and disposal under contract with the City.
- 1.09 Dead Animals - Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.10 Disposal Site - A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers, licensed, permitted or approved to receive for processing or final disposal of Refuse and Dead Animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.
- 1.11 Garbage - Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animals, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packaging, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- 1.12 Hazardous Matter - Any chemicals, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law.
- 1.13 Producer - An occupant of a Residential Unit who generates Refuse.

- 1.14 Refuse - This term shall refer to Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit unless the context otherwise requires.
- 1.15 Residential Refuse - All Garbage and Rubbish generated by a Producer at a Residential Unit.
- 1.16 Residential Unit - A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. This definition expressly excludes any residence which is also used for any commercial purpose.
- 1.17 Rubbish - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter specifically excluding "yard waste" as that term is defined in Ark. Code Ann. § 8-6-220.
- 1.18 Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.



2.00 SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

3.00 TYPE OF COLLECTION

3.01 Service Provided

- (a) Contractor shall provide curbside collection service for the collection of Residential Refuse to each Residential Unit one (1) time per week. The 95 gallon cart provided by Contractor shall be placed at curbside by 7:00 o'clock a.m. on the designated collection day.
- (b) Contractor shall provide for the special collection from Residential Units of Bulky Waste, Construction Debris and Stable Matter. Also, Contractor may provide for the special collection of Dead Animals and Hazardous Waste at Residential Units at its sole discretion and upon such terms as Contractor shall specify.

- 3.02 Location of Carts for Collection - Each 95 gallon cart provided by Contractor shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City Roadways (including alleys). The 95 gallon carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, the 95 gallon containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any cart not so placed or any Residential Refuse not in a cart.

## 4.00

OPERATION

4.01 Hours of Operation - Collection of Refuse shall not start before 7:00 o'clock a.m. or continue after 7:00 o'clock p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.02 Routes of Collection - Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the City for their approval, which approval shall not be unreasonably withheld. Contractor may publish at its expense at least once during each calendar year, a map of such collection routes in the newspapers published in the immediate area. The published map shall be of such size to clearly show all pertinent information. The Contractor may from time to time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Residential Units.

4.03 Holidays - The following shall be holidays for purposes of this Contract:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no matter relieves Contractor of his obligation to provide collection service at least once per week. Contractor shall advertise in the local radio



and print media any holidays to be observed and the make-up days for said holidays.

- 4.04 Complaints - All complaints shall be made directly to Contractor and shall be given proper and courteous attention. In the case of alleged missed scheduled collections, Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected within 24 hours after the complaint is received. Contractor shall provide a local channel of communication for citizens to reach the Contractor directly.
- 4.05 Collection Equipment - Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of Contractor.
- 4.06 Office - Contractor shall maintain an office or such other facilities through which he can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 o'clock a.m. to 4:30 o'clock p.m. on regular collection days.
- 4.07 Hauling - All Refuse hauled by Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.
- 4.08 Disposal - All Refuse collected for disposal by Contractor shall be hauled to a Disposal Site. The charge for disposal shall be included in the rate set forth in the Proposal for each Residential Unit serviced by Contractor.
- 4.09 Notification - The City shall notify all Producers about complaint procedures, rates, regulations, and day(s) for scheduled Refuse collection.
- 4.10 Point of Contact - All dealings, contacts, etc., between Contractor and the City shall

be directed by Contractor to Mayor, City of Malvern, Arkansas (or office) and by the City to (see Contact List attached hereto).

5.00 COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of Contractor where there exists conflicting ordinances of the City on the subject.

6.00 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on November 1, 2014.

7.00 NONDISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.00 INDEMNITY

Contractor will indemnify and hold harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of Contractor, its officers, agents, servants and employees; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of the Contract or a willful or negligent act or omission of the City, its officers, agents, servants, and employees, and the City will indemnify and hold Contractor harmless for same.



9.00 LICENSES AND TAXES

Contractor shall obtain all necessary licenses and permits (other than the license and permit granted by the Contract). Sales tax shall be paid by the City.

10.00 TERM

The Contract term shall begin on November 1, 2014, and terminate on November 1, 2017, on the terms set out herein. The parties agree that the Contractor and City on mutual agreement may extend the term for an additional year upon such terms as the parties may agree. The Contract may be extended by one year a maximum of 5 times. Under no circumstances shall this contract extend beyond November 1, 2022. If the parties have not agreed to an extension in writing on or before October 9, 2017, the contract will terminate on November 1, 2017. Following the first contract extension, in 2018 and beyond, if the parties have not agreed to an additional extension by the second Monday in October of each year, the contract will terminate on the 1st day of the following month (November 1).

11.00 INSURANCE

Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 8.00. All insurance shall be by insurers having A.M. best rating of A-VII, and before commencement of work hereunder Contractor agrees to furnish the City certificates of insurance. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation, thirty (30) days prior written notice will be given to the certificate holder."

For the purpose of the Contract, Contractor shall carry the following types of insurance in the limits specified below or whatever the State of Arkansas requires:

<u>Coverages</u>	<u>Limits of Liability</u>
Workmen's compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$500,000 each occurrence \$1,000,000 each aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence \$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

The City Mayor and/or City Council shall have the right to review the financial statements of the individual, partnership or corporation and the rating of the Insurance Carrier and reject any proposal.

## 12.00 BOND

### 12.01 Performance Bond

- (a) Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the amount of One Hundred Thousand Dollars (\$100,000.00) and shall remain in place for the entire term of this Contract.
- (b) Premium for the bond(s) described above shall be paid by Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- (c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State.



12.02      Power of Attorney Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13.00      BASIS AND METHOD OF PAYMENT

13.01      Rates

- (a) For collection and disposal services required to be performed pursuant to Section 3.01(a), the charges shall not exceed the rates as fixed by the Contract Documents, namely \$10.15 per residential unit less a 3% Franchise Fee.
- (b) For special collection provided by Contractor pursuant to Section 3.01(b), the charges are to be negotiated between Contractor and Producer prior to collection. If agreement cannot be reached, the matter may be submitted to the City for determination of a reasonable fee.
- (c) The Refuse collection charges provided by Section 13.01(a)-(b) shall include all disposal and related costs.
- (d) Contractor may, at its option, elect to acquire Bags from a supplier of its choice and attempt to market such Bags to Residential Units; however, this option in no way interferes with the right of each owner or occupant of a Residential Unit to obtain Bags from another source.
- (e) The charges enumerated in the Contract Documents include the provision of one (1) trash receptacle per each residence serviced. Contractor shall cover the costs of (1) trash receptacle per household and shall be responsible for delivering said receptacles. Citizens may request additional trash receptacles from Contractor, but the citizen

requesting same shall be responsible for the extra expense associated with the additional receptacle, and Contractor shall bill citizens directly for same. The City shall in no way be responsible for the cost of additional trash receptacles or the billing associated with said additional receptacles. The cost for each additional cart shall be \$5.00 per month.

13.02 Contractor Billings to City

Contractor will be paid from tax revenues collected by the City of Malvern, and the Contractor shall bill the City directly for all charges not otherwise specified. Any disputes as to amounts billed or paid to contractor shall be resolved between the Contractor and the Mayor.

14.00 TRANSFERABILITY OF CONTRACT

No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by Contractor without the express written consent of the City; in the event of any assignment, the assignee shall assume the liability of the Contractor. The City shall not unreasonably withhold, delay, or modify consent to a reasonable assignment, and consent shall not be required for assignment to an affiliate of Contractor. Likewise, if Contractor sells his business the contract may remain with the Republic and no consent shall be required in the event of a transfer of ownership.

15.00 OWNERSHIP

Title to Refuse and Dead Animals shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Container, or removed by Contractor from the customer's premises, whichever occurs last. This provision shall not apply to unauthorized and/or hazardous waste.



THIS CONTRACT SIGNED this 29 day of October, 2014.

CITY OF MALVERN, ARKANSAS

  
By: STEVE NORTHCUTT, MAYOR

ATTEST:

  
PHYLLIS DIAL, CITY CLERK

BFI WASTE SERVICES, LLC, d/b/a ALLIED  
WASTE SERVICE OF LITTLE ROCK/REPUBLIC  
SERVICES OF LITTLE ROCK

  
By: BLAINE ELLZEY, GENERAL MANAGER



**ARCH Insurance  
Company**  
a member of Arch Insurance Group

**PERFORMANCE BOND**

Bond No. 1119912

**KNOW ALL BY THESE PRESENTS**, That we BFI Waste Services, LLC dba Allied Waste Services  
of Little Rock // Republic Services of Little Rock, as  
Principal, and Arch Insurance Company, of Jersey City, NJ,  
authorized to do business in the State of AR, as Surety, are held and firmly bound unto  
City of Malvern, as Obligee, in the maximum penal sum of One  
Hundred Thousand Dollars and Dollars (100,000.00), lawful money of the United States of  
America, for which payment well and truly to be made we bind ourselves, our heirs, executors and  
assigns, jointly and severally, firmly by this Bond.

**WHEREAS**, the Principal has entered, or is about to enter, into a written agreement with the Obligee to  
perform in accordance with the terms and conditions of the Residential solid waste collection and  
disposal, (hereinafter

referred to as the Contract), said Contract is hereby referred to and made a part hereof;

**NOW, THEREFORE**, the condition of this obligation is such that if the above named Principal, its  
successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned  
Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express  
conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite  
period of November 1, 2014 to October 31, 2017. The Bond may be extended, at the sole  
option of the Surety, by continuation certificate for additional periods from the expiry date hereof.  
However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or  
inability of the Principal to file a replacement bond or other security in the event the Surety exercises its  
right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or  
any extension thereof.
2. The above referenced Contract has a term ending October 31, 2017. Regardless of the number of  
years this Bond is in force or the number of continuation certificates issued, this Bond shall not be  
extended beyond October 31, 2017, unless earlier nonrenewed pursuant to paragraph  
1 above.





**ARCH Insurance  
Company**  
a member of Arch Insurance Group

3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address: \_\_\_\_\_

3 Parkway, Suite 1500

Philadelphia, PA 19102

Attn: Michael Mohan

6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 1st day of November, 2014.

BFI Waste Services, LLC dba Allied Waste Services  
of Little Rock // Republic Services of Little Rock

By: Michelle Patterson  
Michelle Patterson, Principal Attorney-in-Fact

**ARCH INSURANCE COMPANY**

By: Johanne S. Puckett  
Johanne S. Puckett, Attorney-in-Fact



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.*

## POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Jacqueline Hampton, Johanne S. Puckett and Michelle Patterson of Greenville, SC (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



## POWER OF ATTORNEY

Republic Services, Inc., a Delaware corporation and having its chief place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints WELLS FARGO INSURANCE SERVICES USA, INC., acting through and by any of Johanne S. Puckett and/or Michelle Patterson and/or Jacqueline Hampton, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

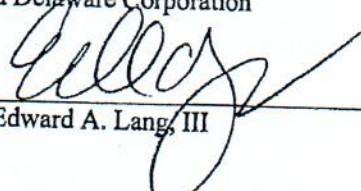
1. Surety bonds and/or bid bonds to the United States of American or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds and/or bid bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

To sign and seal all bid bonds and surety bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling or disposal services by REPUBLIC SERVICES, INC. and its subsidiaries. REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever WELLS FARGO INSURANCE SERVICES USA, INC. shall lawfully do pursuant to this power of attorney and the Client Service Agreement dated October 15, 2008 between WELLS FARGO INSURANCE SERVICES USA, INC. and REPUBLIC SERVICES, INC. and until notice or revocation has been given by REPUBLIC SERVICES, INC. the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 29th day of June, 2012, on behalf of REPUBLIC SERVICES, INC. by its Senior Vice President and Treasurer, Edward A. Lang, III


REPUBLIC SERVICES, INC.,  
a Delaware Corporation

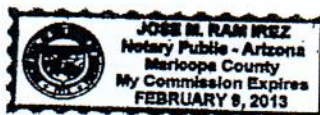
  
Edward A. Lang, III

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 16<sup>th</sup> day of July, 2012 by Edward A. Lang, III Senior Vice President and Treasurer of Republic Services, Inc.

  
Notary Public



**BILL OF ASSURANCES AND  
PETITION FOR ONE-TIME EXCEPTION**

KNOW ALL MEN BY THESE PRESENTS;

THAT WHEREAS, Michael and Janice Mussel are the sole owners of the following lands lying in the County of Hot Spring, State of Arkansas, hereinafter called "Property" to-wit:

Physical Address: 246 Hilton Ln Malvern 72104  
Sec Exhibit "A" attached hereto and incorporated by reference as if stated word for word herein.

**RECITALS**

WHEREAS, Owner desires to receive water and/or sewer service from the City of Malvern (City) to Owner's property located outside the City limits which may not be contiguous to the existing City limits.

WHEREAS, the City is not required to extend water or sewer service to the Owner because the property is outside the present corporate boundaries of the City, and

WHEREAS, the City has established a formal policy to support quality growth in the future as expressed in Resolution No. 540, adopted 1-11-99, which, in part, permits the extension of water and/or sewer service outside the City limits under certain limited circumstances, and

WHEREAS, the extension of water and/or sewer service outside the City limits requires at a minimum the payment of a special rate for these services, and may, at the City's option, require an agreement that the Owner petition to annex its property to the City at a time deemed appropriate by the City, and

WHEREAS, Owner recognizes the enhanced benefits his land will receive by having City water and/or sewer service, and

WHEREAS, Owner now desires to freely bind himself and all future owners of the property by agreeing to voluntarily petition the City for annexation at such future time as the City deems appropriate thereby waiving any right for the Owner to avail himself of the referendum voting procedure for annexation as provided by Arkansas law.

NOW, THEREFORE, the Owner, for and in consideration of the City benefits which accrue to it, its successors and assigns, which benefit is acknowledged to be of value, hereby covenants with the City of Malvern, Arkansas as follows:

1. Owner acknowledges that a future annexation of the appraised property to the City of Malvern is a benefit inuring to the Owner and all future Owners of said property as evidenced by the receipt of City services, particularly water and/or sewer service. The Owner further acknowledges that the City has no obligation to provide water or sewer



service to non-resident consumers and chooses not to extend them except under certain limited circumstances which further the City's annexation growth plan as evidenced in Resolution No. 540. Therefore, Owner binds himself and any successors and assigns to voluntarily sign any petition for annexation when requested to do so by the City of Malvern.

2. This agreement to petition to annex is a covenant running with the land and it will remain in full force and effect until property is annexed or until it is released by a Resolution of the City of Malvern City Council.

Executed this 16 day of Sept, 2016

[Signature]  
Owner,

[Signature]  
Owner,

#### ACKNOWLEDGMENT

State of Arkansas

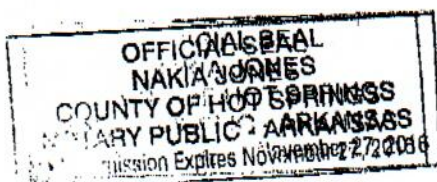
County of Hot Spring

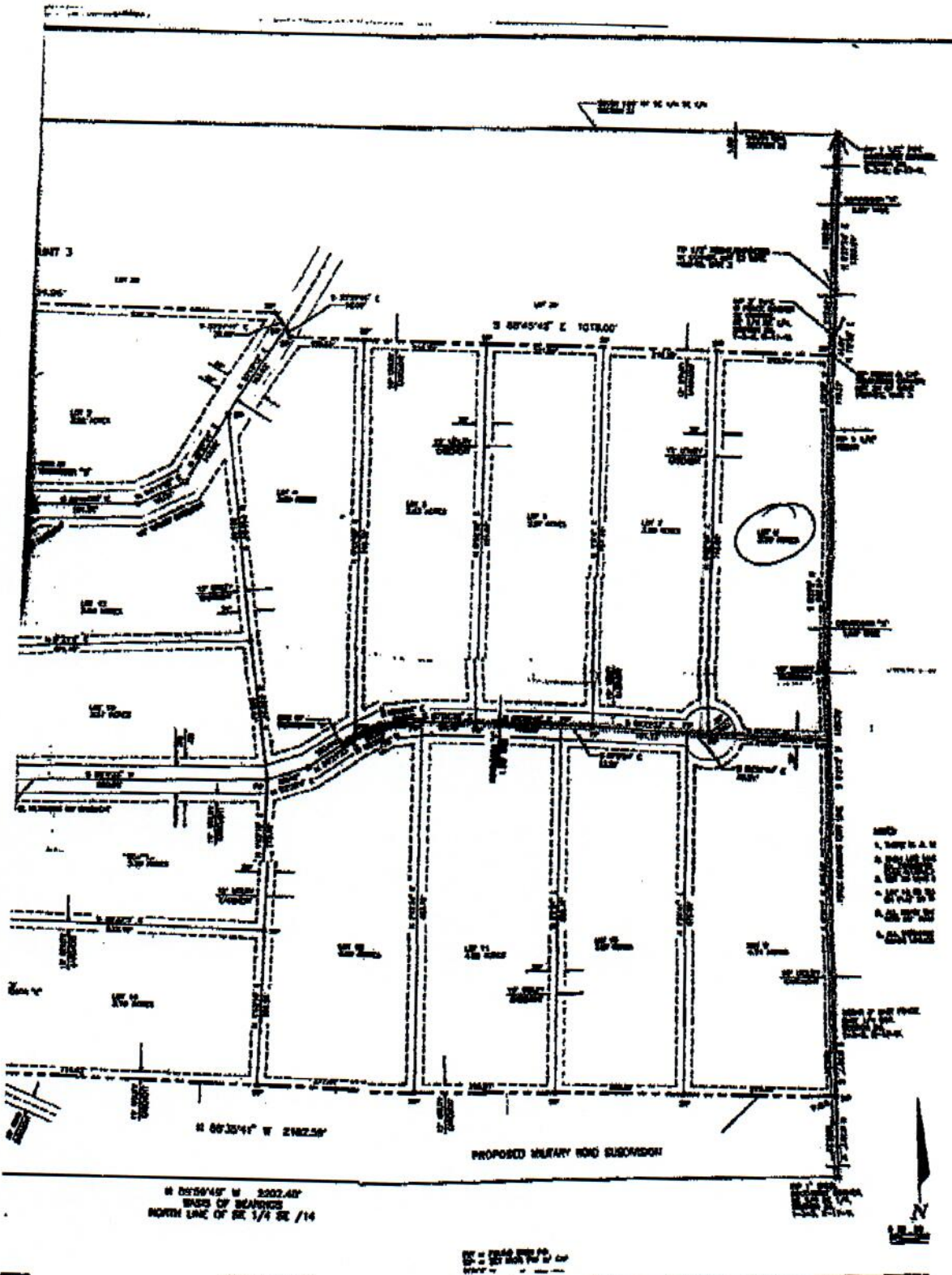
On this day, personally appeared before me, Michael Musser, Janice Musser known to me to be the persons whose names are subscribed to the instrument within and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and official seal this 16<sup>th</sup> day of September, 2016.

[Signature]  
Notary Public

My Commission Expires: November 27, 2016







Legal

Parcel: 623-04408-000  
As of: 7/8/2016

## Hot Spring County Report

ID: 25105

## Property Owner

**Name:** LAMB, VIRGIL & LORRAINE  
**Mailing Address:** PO BOX 1524  
**Address:** HOT SPRINGS, AR 71902-1524  
**Type:** (RV) - Res. Vacant  
**Tax Dist:** (MS) - MALVERN SPECIAL  
**Millage Rate:** 46.65  
**Legal:** LOT 8

## Property Information

**Physical Address:** HILTON LN  
**Subdivision:** COVE HEIGHTS S/D  
**Block / Lot:** -- / 008  
**S-T-R:** 26-03S-17W  
**Size (In Acres):** 3.590

## Market and Assessed Values:

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	\$14,000	\$2,800	\$2,800
Building	\$0	\$0	\$0
Total	\$14,000	\$2,800	\$2,800

**Homestead Credit:** 0.00 **Note:** Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

## Land:

Land Use	Size	Units
LOT 8 - 3.95	3.950	Acres

## Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
4/25/2006	296	350	CorpWD	36.30	\$11,000	LAMB, VIRGIL & LORRAINE WOODLANDS DEVELOPMENT INC	Valid	Land Only
10/13/2003	284	847	CorpWD			WOODLANDS DEVELOPMENT INC NATIONAL NOMINEE INC	Conv Sale	Land Only

## Map:

**BILL OF ASSURANCES AND  
PETITION FOR ONE-TIME EXCEPTION**

KNOW ALL MEN BY THESE PRESENTS;

THAT WHEREAS, RALPH DAVIS & PAM DAVIS are the sole owners of the following lands lying in the County of Hot Spring, State of Arkansas, hereinafter called "Property" to-wit:

Physical Address: 504 E. BUTTERFIELD CUTOFF  
See Exhibit "A" attached hereto and incorporated by reference as if stated word for word herein.

**RECITALS**

WHEREAS, Owner desires to receive water and/or sewer service from the City of Malvern (City) to Owner's property located outside the City limits which may not be contiguous to the existing City limits.

WHEREAS, the City is not required to extend water or sewer service to the Owner because the property is outside the present corporate boundaries of the City, and

WHEREAS, the City has established a formal policy to support quality growth in the future as expressed in Resolution No. 540, adopted 1-11-99, which, in part, permits the extension of water and/or sewer service outside the City limits under certain limited circumstances, and

WHEREAS, the extension of water and/or sewer service outside the City limits requires at a minimum the payment of a special rate for these services, and may, at the City's option, require an agreement that the Owner petition to annex its property to the City at a time deemed appropriate by the City, and

WHEREAS, Owner recognizes the enhanced benefits his land will receive by having City water and/or sewer service, and

WHEREAS, Owner now desires to freely bind himself and all future owners of the property by agreeing to voluntarily petition the City for annexation at such future time as the City deems appropriate thereby waiving any right for the Owner to avail himself of the referendum voting procedure for annexation as provided by Arkansas law.

NOW, THEREFORE, the Owner, for and in consideration of the City benefits which accrue to it, its successors and assigns, which benefit is acknowledged to be of value, hereby covenants with the City of Malvern, Arkansas as follows:

1. Owner acknowledges that a future annexation of the appraised property to the City of Malvern is a benefit inuring to the Owner and all future Owners of said property as evidenced by the receipt of City services, particularly water and/or sewer service. The Owner further acknowledges that the City has no obligation to provide water or sewer



service to non-resident consumers and chooses not to extend them except under certain limited circumstances which further the City's annexation growth plan as evidenced in Resolution No. 540. Therefore, Owner binds himself and any successors and assigns to voluntarily sign any petition for annexation when requested to do so by the City of Malvern.

2. This agreement to petition to annex is a covenant running with the land and it will remain in full force and effect until property is annexed or until it is released by a Resolution of the City of Malvern City Council.

Executed this 15 day of September, 2016.

Ralph L. Davis  
Owner,

Pamela D. Davis  
Owner,

#### ACKNOWLEDGMENT

State of Arkansas

County of Hot Spring

On this day, personally appeared before me, Ralph L. Davis, Pamela D. Davis known to me to be the persons whose names are subscribed to the instrument within and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and official seal this 15<sup>th</sup> day of September, 2016.

Nakia Jones  
Notary Public

My Commission Expires: November 27, 2016



This instrument prepared by:  
George L. McClure Jr., Attorney at Law  
For McClure Title Company  
226 South Olive, Malvern, AR 72104

I HEREBY CERTIFY THAT THIS INSTRUMENT  
WAS FILED AND RECORDED ON  
04/16/2012 11:43:55 AM  
BOOK 318 PAGE 118,  
118 - 119  
WAYNE BROWN, CIRCUIT CLERK  
HOT SPRING COUNTY, ARKANSAS

I certify under penalty of false swearing that at least the  
legally correct amount of documentary stamps have been  
placed on this instrument.

Grantor Agent: McClure Title Co. by Alta Winger

Address: 222 Hoback Ridge Rd, Malvern, AR 72104

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT JANICE FOWLER, a single person, Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, paid by RALPH L. DAVIS and PAM D. DAVIS, husband and wife, Grantees, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantees and unto their heirs and assigns forever, the following described real property situated in the County of HOT SPRING, State of Arkansas:

LOT 3, BUTTERFIELD TRACT OF AGRICULTURAL TECHNOLOGIES, also being Part of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 35, Township 3 South, Range 17 West of the Fifth Principal Meridian, Hot Spring County, Arkansas, more particularly described as follows: Beginning at the NW Corner of the SE $\frac{1}{4}$  of said Section 35; thence S0°12'20"W 100.00' to a rebar; thence S89°51'48"E 507.84' to the POINT OF BEGINNING; thence S89°51'48"E 236.00' to a rebar; thence S7°35'55"W 572.94' to a rebar; thence S0°48'54"E 89.33' to a spindle; thence N89°00'22"W 200.13' to a spindle; thence N3°22'30"E 655.45' to a rebar marking the Point of Beginning; containing 3.20 acres, more or less.

ALSO LOTS 8 & 9, BUTTERFIELD TRACT OF AGRICULTURAL TECHNOLOGIES being a part of the NE $\frac{1}{4}$  NW $\frac{1}{4}$  and a part of the SE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 35, Township 3 South, Range 17 West of the Fifth Principal Meridian, Hot Spring County, Arkansas, more particularly described as follows: Beginning at the NW corner of the SE $\frac{1}{4}$  NW $\frac{1}{4}$  of said Section 35; thence S0°12'20"E 100.00' to a rebar; thence S89°51'48"E 743.84' to a rebar on the East right-of-way of a gas pipeline; thence N34°11'29"W along said East right-of-way 794.80' to a rebar at the intersection of said East right-of-way and the Southern right-of-way of the C.R.I. & P. Railroad; thence S62°08'53"W along said southern right-of-way 334.10' to a rebar; thence S0°12'20"W 399.57' to a rebar marking the Point of Beginning, containing 7.29 acres, more or less.

Preparer of this instrument incurs no liability for the accuracy or correctness of said description which was provided by the grantor herein. SUBJECT to any and all oil, gas, mineral and other reservations or easements previously retained or granted.

To have and to hold the same unto the said Grantees and unto their heirs and assigns forever, with all appurtenances thereunto belonging.

And I hereby covenant with the said Grantees that I will forever warrant and defend the title to said lands against all lawful claims whatsoever.

WITNESS my hand and seal on this 13<sup>th</sup> day of April, 2012.

JANICE FOWLER  
JANICE FOWLER



\$ 115.50



## LEASE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, pursuant to Ark. Code Ann. §14-54-301, by and between THE CITY OF MALVERN, ARKANSAS, hereinafter referred to as "LESSOR", and the MALVERN SCHOOL DISTRICT, of Malvern, Hot Spring County, Arkansas, hereinafter referred to as "LESSEE".

### RECITALS

WHEREAS, the City of Malvern, Arkansas, is the owner of certain real property in Hot Spring County, Arkansas, hereinafter defined as "demised premises" on which real property the City of Malvern, as LESSOR has permitted the construction of a baseball and softball complex currently used by the LESSEE.

WHEREAS, LESSEE is desirous of leasing the premises from the City of Malvern; and

WHEREAS, LESSOR and LESSEE are mutually desirous of reducing to writing their understanding of the terms by which LESSEE shall lease the demised premises from the LESSOR.

### WITNESSETH

1. DEMISE OF PREMISES. For and in consideration of the rents, covenants and promises hereinafter contained to be kept, performed, and observed by LESSEE, LESSOR does hereby lease and demise to LESSEE, and LESSEE does hereby rent and accept from LESSOR, that real property known as "Morrison Park" which is located in 15-04S-17W, within the corporate limits of the City of Malvern, Arkansas, referred to herein as the "demised premises", and being more particularly described as follows:

A part of the SW1/4 NW1/4 of Section 15, Township 4 South, Range 17 West, being commonly known as Morrison Park and containing \_\_\_\_\_ acres, more or less.  
Subject to all rights of way, restrictions and easements of record.

To have and to hold the demised premises together with all the rights, privileges, easements, appurtenances and immunities belonging to or in any way appertaining to said demised premises.



2. TERM. This lease shall be for a term of twenty-five (25) year(s) commencing on July 1, 2016, and terminating on May 31, 2041. The parties agree that LESSEE shall have the option to continue this lease for up to one additional twenty-five (25) year period on terms agreeable to the parties. LESSEE shall notify LESSOR, in writing, of its intent to renew at least thirty (30) days before the expiration of each lease term.
3. RENTAL. LESSEE agrees to pay to LESSOR the yearly sum of One Dollar (\$1.00) as rental for the demised premises during the (1<sup>st</sup>) year of the lease. All rentals shall be payable by lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at time of payment, without any setoff or deduction whatsoever, on or before the 1<sup>st</sup> day of July each year. It is further understood by the parties hereto that the merchandise, furniture, fixtures, equipment or other personal property is owned by LESSEE in or on the demised premises.
4. QUIET ENJOYMENT. LESSOR represents and warrants that it is the owner of fee simple absolute of the demised premises, subject to covenants and conditions, restrictions, easements and other matters of record. LESSOR covenants and agrees that LESSEE, on paying the rent and other charges herein provided for, in observing and keeping the covenants, conditions and terms of this lease on LESSEE's part, to be kept or performed, shall lawfully and quietly hold, occupy and enjoy the demised premises during the term of this lease without hindrance or molestation of LESSOR or any person claiming under LESSOR, except such portion of the demised premises if any as shall be taken under power of eminent domain.
5. PURPOSE. LESSEE shall use the demised premises for the exclusive purpose of conducting baseball and softball activities for the Malvern Public School District and LESSEE shall comply with all governmental regulations affecting the operation of the demised premises in this matter. LESSEE agrees that they will not commit waste nor permit waste to be done to or upon the demised premises; that they will not operate nor permit to be operated nor to exist thereon or therein any public nuisance; and that the expiration they will promptly and peacefully deliver to LESSOR the demised premises.
6. LIABILITY. LESSOR shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from LESSEE's use of the demised premises, or any part thereof, or caused by any defect in any building, structure or other improvement thereon or any equipment or other facility of any of their agents, employees, licensees or invitees, or by or from any accident on the land or any fire or other casualty thereon or occasioned by the failure of the LESSEE to maintain the premises in safe condition or arising from any other cause whatsoever; and LESSEE hereby waives on its own behalf all claims and demands against LESSOR for any such loss entirely free and harmless from all liability for any such loss, damage or injury to other persons or property and from all costs and expenses arising there from.
7. TAXES AND ASSESSMENTS. LESSEE shall pay all personal property taxes and assessments and all business taxes and license fees.
8. IMPROVEMENTS, REPAIRS AND MAINTENANCE. All structures and buildings,



together with the improvements and alterations thereto, erected or made on the demised premises shall on expiration or sooner termination of this lease belong to LESSOR without compensation to LESSEE.

LESSEE, at their own expense, agree to make all necessary repairs and replacements to the building(s), structures and other improvements thereon and to the pipes, heating system, plumbing system, window glass and all other appliances and appurtenances belonging thereto, all equipment used in connection with the demised premises and the sidewalks and curbs adjoining or appurtenant to the demised premises. Such repairs and replacements, exterior and interior, ordinary as well as extraordinary, and structural as well as nonstructural, shall be made promptly if and when necessary. All repairs and replacements shall be in quality and class at least equal to the original work.

LESSEE shall also, at their own expense, put an maintain in thorough repair in good and safe condition, and free from dirt, snow, ice, rubbish and other obstructions or encumbrances, the entryways and areas in front of an adjacent to the leased premises.

9. SALE; ASSIGNMENT; AND SUBLETTING. LESSEE shall not sell or assign this lease or sublet the demised premises, or any part thereof, without the prior written consent of LESSOR.

10. UTILITIES. LESSEE shall pay all charges for gas, electricity, light, heat, power and telephone, or other communication services used, rendered or supplied upon or in connection with the demised premises and shall indemnify the LESSOR against any liability or damages for such account. LESSOR shall provide water to the property.

11. COMPLIANCE WITH APPLICABLE LAWS. LESSEE, at their sole expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities, and with any direction of any public officer, pursuant to law, the demised premises. LESSEE, at their sole expense, shall obtain all licenses and permits which may be required for the conduct of their business within the terms of the lease, or for the making of repairs, alterations, improvements or additions, and the LESSOR, where necessary, will join with the LESSEE in applying for all such permits and licenses.

12. CASUALTY TO DEMISED PREMISES. It Is mutually agreed that should be demised premises be rendered unfit for occupancy for the purposes for which they are hereby let, by fire, windstorm other unavoidable casualty, the rental hereinabove stipulated to be paid by LESSEE, or such proportion thereof as may be in the circumstances by just, shall by LESSOR be remitted and abated during such time as the demised premises shall remain unfit or occupancy as aforesaid and until the demised premises shall have been repaired and again put in condition for such occupancy. LESSOR shall not be liable for any damage to any property of LESSEE in or upon the demised premises by reason of flood, water, fire, windstorm, or other casualty or nature not of LESSOR's perpetration or participation.

13. DEFAULT. If LESSEE shall fail or refuse to pay the rentals aforesaid at the times and in the manner set out, or to do or perform any other of the covenants on their part herein contained or shall violate in any particular any of the conditions hereof, or shall become



insolvent or become a bankrupt, either voluntary or involuntary, or shall make an assignment for the benefit of creditors, or if a receiver be appointed for them or to take charge of and manage any of their affairs, then and in any of either of such events, the LESSOR may, at its option declare this lease terminated and shall have the right to enter upon and take possession of the demised premises, either with or without notice, and the evict and expel the LESSEE and any and all of their property, belongings and effects there from without process of law and without being guilty of any manner of trespass either at law or in equity, and without prejudice to any remedies or rights which they may have for the collection of any delinquent rents, possession, damages or otherwise. Any delay in the exercise of the option aforesaid by the LESSOR shall not be deemed a waiver of their right to exercise the same at a later time. LESSOR shall give LESSEE notice of any breach in writing and allow the LESSEE thirty (30) days to cure the breach. After the expiration of thirty (30) days, the LESSOR shall exercise the option aforesaid.

14. CONDEMNATION. If the demised premises, or any part thereof, or the whole or any part of the improvements situated on the demised premises, shall be taken by any lawful authority under the power of eminent domain, or shall during the continuance of this lease be destroyed by the action of public authorities, then this lease and the term demised shall thereupon terminate, and LESSEE shall be liable for rent only up to the date of such termination.

15. TERMINATION Upon mutual agreement between the LESSOR and LESSEE this Lease may be terminated at any time. LESSOR reserves the right to terminate this Lease upon a three (3) year notice to LESSEE.

16. GOVERNING LAW. All the right and remedies of the respective parties hereto shall be governed by the provisions of this Lease Agreement and by the laws of the State of Arkansas as such laws relate to the respective rights and duties of LESSOR and LESSEE.

17. BINDING EFFECT. This Lease Agreement and the covenants and conditions hereof shall bind and insure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. If any provision or provisions of this Lease Agreement are declared invalid by any tribunal, the remaining provisions of this Lease Agreement shall not be affected thereby.

18. NOTICE. Any notice hereunder shall be given in writing to the party for whom it is intended in person or by certified mail to the following addresses, or such future addresses as may be designed in writing:

To the LESSOR: Brenda Weldon, Mayor  
City of Malvern  
City Hall, 305 Locust  
Malvern, Arkansas 72104

To the LESSEE: Malvern Public School District  
1517 South Main Street  
Malvern, AR 72104



19. MERGER OF UNDERSTANDING. All understandings and agreements heretofore had between the parties hereto are merged in this agreement, which alone fully and completely expresses their agreement.

20. DISPUTES. Both parties agree that the jurisdiction for any dispute shall be in the Circuit Court of Hot Spring County.

22. MISCELLANEOUS. It is agreed that the LESSOR shall have the right to use the parking areas of the demised property for parking vehicles or any other use LESSOR sees fit during the annual Brickfest festival. The LESSOR shall also have the right to use field number 1 for public use when not in use by LESSEE during the baseball/softball season. If LESSOR desires to use the premises for an event, the LESSOR and LESSEE shall come to a mutual agreement regarding dates and utilities and shall reduce such to writing.

IN WITNESS WHEREOF, LESSOR AND LESSEE have caused this Lease Agreement to be executed on the day and year above written.

LESSOR:

CITY OF MALVERN

CITY OF MALVERN, ARKANSAS

By: \_\_\_\_\_

BRENDA WELDON, MAYOR

ATTEST:

\_\_\_\_\_

Phyllis Dial, Treasurer

LESSEE:

By: \_\_\_\_\_

Brian Golden, Superintendent

Malvern Public School District

### ACKNOWLEDGEMENT

STATE OF ARKANSAS )  
 ) SS  
COUNTY OF HOT SPRING )

Be it remembered that on this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified and acting, \_\_\_\_\_ and \_\_\_\_\_, to me personally well known, who stated that they were the Mayor and Treasurer, respectively, of the City of Malvern, Arkansas, and were duly authorized in their respective capacities to execute the foregoing Lease Agreement for and in the name and behalf of said corporation, and further stated and acknowledged that they had no signed, executed and delivered said foregoing Lease Agreement for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

NOTARY PUBLIC

My Commission Expires: